

PERFORMANCE AGREEMENT FOR EMPLOYEES ON LEVELS 1 TO 12

Following completion of this form, a copy must be forwarded to Human Resource Management.

ENTERED INTO BY AND BETWEEN:

The Independent Police Investigative Directorate herein represented by Director Corporate Governance (herein referred to as the Employer)

And

Mr Amar Rabee Maharaj as the Deputy Director (position herein referred to as the Employee)

WHEREBY IT IS AGREED AS FOLLOWS:

1. PURPOSE

- 1.1 The purpose of entering into this agreement is to communicate to the Employee the performance expectations of the Employer.
- 1.2 The performance agreement and accompanying work plan shall be used as the basis for assessing the suitability of the Employee for permanent employment (if on probation), and to assess whether the Employee has met the performance expectations applicable to his/her job. In the event that the Employee has significantly exceeded the performance expectations, he/she may qualify for appropriate rewards. Details are outlined in the Department's Performance Management and Development System.
- 1.3 Should a dispute arise between the Employer and the Employee in respect of matters regulated by this agreement, the dispute shall be resolved in terms of the provisions of the Labour Relations Act and PSCBC Resolution 3 of 1999.

2. VALIDITY OF THE AGREEMENT

- 2.1 The agreement will be valid for the period 01 April 2017 to 31 March 2018.
- 2.2 The content of the agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 2.3 If at any time during the validity of this agreement the work environment of the department alters (whether as a result of government or management

decisions or otherwise), to the extent that the contents of this agreement are no longer appropriate, the contents shall immediately be revised.

3. JOB DETAILS

Persal number	[REDACTED]
Component	Corporate Governance
Unit	Ethics and Risk
Salary level	[REDACTED]
Notch	11
Occupational classification	Management Support
Designation	Deputy Director

4. JOB PURPOSE

Ethics Management

5. JOB FUNCTIONS

- To manage the ethics offices function and maintain structural measures to promote an ethical climate within the department.
- Provide training on ethics and integrity, and fraud prevention to IPID employees and maintain awareness and communication thereof.
- Maintain a register of fraud allegations and complaints to the ethics office and ensure reporting mechanisms are in place for unlawful and irregular conduct.
- Monitor and evaluate the effectiveness of the ethics management programme of the IPID.

6. REPORTING REQUIREMENTS/LINES AND ASSESSMENT LINES

6.1 The Employee shall report to [REDACTED] as his supervisor on all parts of this agreement. The Employee shall:

- ❖ Timeously alert the supervisor of any emerging factors that could preclude the achievement of any performance agreement undertakings, including the contingency measures that he/she proposes to take to ensure the impact of such deviation from the original agreement is minimized.
 - ❖ Establish and maintain appropriate internal controls and reporting systems in order to meet performance expectations.
- [REDACTED]

- ❖ Discuss and thereafter document for the record and future use any revision of targets as necessary as well as progress made towards the achievement of performance agreement measures.

6.2 In turn the supervisor shall:

Meet to provide feedback on performance and to identify areas for development at least twice a year.

- ❖ Create an enabling environment to facilitate effective performance by the Employee.
- ❖ Facilitate access to skills development and capacity building opportunities.
- ❖ Work collaboratively to solve problems and generate solutions to common problems within the department that may be impacting on the performance of the Employee.

7. PERFORMANCE APPRAISAL FRAMEWORK

Performance will be assessed according to the information contained in the work plan (attached as Appendix A) and the Generic Assessment Factors (GAFs)/Core Management Criteria (CMC) framework. The specific KRAs and GAFs/CMCs together with their weightings are for examples as follows:

7.1 The KRAs and GAFs/CMCs during the period of this agreement shall be as set out in the table below.

7.2 The Employee undertakes to focus and to actively work towards the promotion and implementation of the KRAs within the framework of the laws and regulations governing the Public Service. The specific duties/outputs required under each of the KRAs are outlined in the attached work plan *Annexure A*. KRAs should include all special projects the Employee is involved in. The work plan should outline the Employee's specific responsibilities in such projects.

Work plan

KRAs	Weight
1. To manage the ethics offices functions	40
2. Provide awareness on ethics and fraud prevention to IPID employees.	40
3. Maintain a register of fraud allegations and complaints to the ethics office	20%

Total	100%
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NOTE: WEIGHTING OF KRAs MUST TOTAL 100%

- a. The Employee assessment will be based on his performance in relation to the duties/ outputs outlined in the attached work plan as well as the GAFs/CMCs marked here-under. Only seven GAFs (*eight in case of supervisors*) / five CMCs, inclusive of any that may become prescribed from time to time should be selected from the list that is deemed to be critical for the Employee's specific job.

GAFs/CMCs	Weight
Job Knowledge	25%
Quality of work	25%
Communication	25%
Planning and Execution	25%
Total	100%

NOTE: WEIGHTING OF GAFS MUST TOTAL 100%

4. CONDITIONS OF PERFORMANCE

The Employer shall provide the Employee with the necessary resources and leadership to perform in terms of this agreement. Resource requirements should be outlined in the work plan of components and individual Employee.

5. PERFORMANCE ASSESSMENT

The assessment of an Employee shall be based on his/her performance in relation to the KRAs and GAFs/CMCs and standards, as set out in this performance agreement and attached work plan. Both KRAs and GAFs/CMCs will be assessed using a five point scale, as will the employee's overall performance.

For all employees KRAs and CMCs shall contribute 80% and 20% respectively towards the final total assessment.

6. FEEDBACK

Performance feedback (at least twice a year) shall be based on the supervisor's assessment of the employee's performance in relation to the KRAs and GAFs/CMCs and standards outlined in this performance agreement.

7. DEVELOPMENTAL REQUIREMENTS

The Employer and Employee agree that the following are the Employee's key development needs in relation to his/her current job and envisaged career path in the Public Service: (attached Individual Development Plan).

List only itemized development areas below:

8. Conferences and seminars of governance, risk and ethics.

In so far as the above training needs coincide with the Employer's requirements and taking into account financial realities, the Employer undertakes to explore the Employee to development in these areas. The developmental needs of the Employee shall be reviewed at the annual appraisal of performance. Details of courses, conferences, etc. to be attended shall as far as possible be included in the employee's work plan.

9. TIMETABLE AND RECORDS OF REVIEW DISCUSSIONS AND ANNUAL APPRAISAL

The progress reviews will be undertaken every quarterly and half yearly feedback sessions will be held during September each year.

Annual performance assessment will occur during March of every year.

10. MANAGEMENT OF POOR PERFORMANCE OUTCOMES

Poor performance will be handled through Incapacity or Poor Performance.

11. DISAGREEMENTS AND DISPUTES RESOLUTION

- 14.1 Any disagreement about the nature of the employee's PA, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in this agreement, shall be mediated by: Executive Director: Mr RJ McBride.

- 14.2 If this mediation fails, the normal dispute resolution procedures will apply.

12. AMENDMENT OF AGREEMENT

Amendments to the agreement shall be in writing and can only be effected after discussion and agreement by both parties ✓

13. SIGNATURES OF PARTIES TO THE AGREEMENT

The contents of this document have been discussed and agreed with the employee concerned.

Name of employee:

AMAR RABEE MAHAKAJ

Signature :

Date :

27/06/2017

Name of supervisor:

Signature :

Date :

27/06/17

Name of Head of Component/Office:

Signature :

Date :

27/06/17

ANNEXURE A

WORK PLAN

KEY RESULT AREA	KEY ACTIVITIES/OUTPUTS	PERFORMANCE MEASURES		RESOURCE REQUIREMENTS	ENABLING CONDITIONS
		TARGET DATE	INDICATOR		
<ul style="list-style-type: none"> To manage the ethics offices functions 	<ul style="list-style-type: none"> Facilitate the SMS financial disclosure in terms of DPSA requirements 	30 April 2017	<ol style="list-style-type: none"> Complete Report on Declaration of Interests Quarterly Reports on allegations made to the Ethics Office 		<ul style="list-style-type: none"> Management and support
	<ul style="list-style-type: none"> Facilitate Conflicts of Interest Declarations within the department 	31 June 2017	Quarterly reports produced		
	<ul style="list-style-type: none"> Report on effectiveness of ethics office 	Quarterly	Quarterly reports & Attendance registers		<ul style="list-style-type: none"> Management and support
	<ul style="list-style-type: none"> Provide fraud prevention awareness sessions to IPID staff Conduct ethics climate survey Compile a report on Ethics Climate Survey Communicate IPID Values Statement 	Quarterly	Survey reports		
		Quarterly	Communications issued		

KEY RESULT AREA	KEY ACTIVITIES/OUTPUTS	PERFORMANCE MEASURES		RESOURCE REQUIREMENTS	ENABLING CONDITIONS
		TARGET DATE	INDICATOR		
	and existence of ethics hotline				
<ul style="list-style-type: none"> Maintain a register of fraud allegations and complaints to the ethics office 	<ul style="list-style-type: none"> Register of fraud allegations to be maintained. Reporting mechanisms to be in place to receive reports on ethics violations and unlawful or irregular conduct 	Daily function	Quarterly Reports		<ul style="list-style-type: none"> n/a

